

REMARKS

Favorable reconsideration of this application is requested in view of the above amendments and the following remarks. Claims 1, 10 and 19 are amended. Claims 1, 4-10 and 13-19 remain actively pending in the case. No new matter has been added. Reconsideration of the claim is respectfully requested.

Applicants would first like to extend appreciation for the phone interviews conducted on August 7 and October 25, 2005 regarding the above-referenced application. The interview was very helpful in addressing the concerns of the Examiner and in response thereto.

As previously discussed in Applicants' previous responses, the user, at the user terminal, has the ability to order goods or services from a plurality of different service providers who may be totally unrelated, and in fact, in competition with the business entity at which the order terminals are placed. In the cited prior art there is no providing of a selection of different service providers to the user at the user terminal as will be discussed further below. Quite the contrary, what is provided is a selection of offerings by a particular retailer for fulfillment by a designated service provider. In the present claimed invention it is quite possible the user may be able to purchase goods or services from a competitor of the business entity from which the order is being supplied. Applicants respectfully submit that this is not obvious as in typical business relationships one does not allow the availability of offering goods or services of other providers that are in competition with the business entity.

In paragraph 1 on page 3 of the Office Action, claims 1-19 were rejected under 35 USC §103(a) as being unpatentable over Kodak (a collection of prior art cited in Paper #20041001, PTO-892, Items: U-V) in view of PictureVision (PTO-892, Item: U). First, the article entitled "CVS and Kodak Launch Co-Branded Online Photo Service," herein referred to as "the CVS article," fails to teach or suggest at least providing an offering for a desired good or service from two or more of said plurality of service providers at one of said order terminals based on the business relationships stored on the server. Rather, the CVS article discloses that a CVS and Kodak partnership allows CVS Photo Center to provide Kodak Picture Center Online at CVS.com for customers who

want to share and enhance their picture online. These customers can upload their pictures to the Kodak Picture Center online at CVS.com. The CVS article does not disclose at least providing an offering for a desired good or service from two or more service providers, much less, from two or more service providers based on a business relationship between the service providers and business entities.

The article entitled "Kodak and LightSurf collaborate on Kodak Picture Center," herein referred to as "the LightSurf article," fails to remedy the deficiencies of the CVS article. The LightSurf article merely discloses how LightSurf develops interfaces and an infrastructure to power the Kodak Picture Center Online. Moreover, as admitted by Examiner, the CVS and LightSurf articles fail to disclose service provider relationships.

The article entitled "PictureVision and Photopoint Agreement Combines Benefits of Kodak PhotoNet Online and PhotoPoint.com," herein referred to as "the PictureVision article," fails to remedy the deficiencies of the CVS article and the LightSurf article as the PictureVision article also fails to teach or suggest at least providing an offering for a desired good or service from two or more of the plurality of service providers from said server at one of said order terminals based on said business relationships stored on said server. Rather, the PictureVision article discloses that an agreement between PictureVision and PhotoPoint enables consumers who have their film processed and uploaded to Kodak PhotoNet online to access PhotoPoint features, such as free storage. However, the PictureVision article does not disclose providing an offering for a desired good or service from two or more service providers based on business relationships.

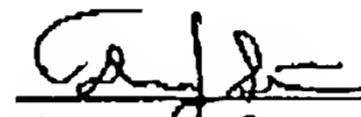
Second, the cited references fail to disclose maintaining any registry of a plurality of photo service providers and business entities on a server creating a business relationship as recited in Applicants' independent claims. Therefore, in view of the above remarks, Applicants' independent claim 1 is patentable over the cited references.

Rejected independent claims 10 and 19 recite one or more features generally similar to those of claim 1 discussed above. Accordingly, for similar reasons as discussed above, independent claims 10 and 19 are believed to be patentable over the cited references. Because claims 4-9 and 13-18 depend from claims 10 and 19, respectively, and include the features recited in the independent

claim, Applicants respectfully submit that claims 4-9 and 13-18 are also patentably distinct over the cited references. Nevertheless, Applicants are not conceding the correctness of the Office Action's rejection with respect to such dependent claims and reserve the right to make additional arguments if necessary.

In view of the foregoing it is respectfully submitted that the claims in their present form are in condition for allowance and such action is respectfully requested.

Respectfully submitted,



Attorney for Applicant(s)
Registration No. 27,370

Thomas J. Strouse/phw
Rochester, NY 14650
Telephone: 585-588-2728
Facsimile: 585-477-4646

If the Examiner is unable to reach the Applicant(s) Attorney at the telephone number provided, the Examiner is requested to communicate with Eastman Kodak Company Patent Operations at (585) 477-4656.